

1 Scott Alan Burroughs (SBN 235718)  
scott@donigerlawfirm.com

2 Trevor W. Barrett (SBN 287174)  
tbarrett@donigerlawfirm.com

3 Frank R. Trechsel (SBN 312199)  
ftrechsel@donigerlawfirm.com

4 DONIGER / BURROUGHS  
5 603 Rose Avenue

6 Venice, California 90291

7 Telephone: (310) 590-1820

8 Attorneys for Plaintiff

9 **UNITED STATES DISTRICT COURT**  
10 **CENTRAL DISTRICT OF CALIFORNIA**

11 LIVN WORLDWIDE, LTD., a Mauritius  
12 limited company,

13 Plaintiff,

14 v.

15 OLYMPUSAT HOLDINGS, INC., a  
16 Florida corporation; OLYMPUSAT, LLC,  
a Florida limited liability company;  
17 OLYMPUSAT, INC., a Florida  
18 corporation; THOMAS MOHLER, an  
individual; and DOES 1-10,

19  
20 Defendants.  
21  
22  
23  
24  
25  
26  
27  
28

Case No.:

**PLAINTIFF'S COMPLAINT FOR:**

1. COPYRIGHT INFRINGEMENT  
(17 U.S.C. § 101, *et. seq.*)
2. VICARIOUS AND/OR  
CONTRIBUTORY COPYRIGHT  
INFRINGEMENT
3. BREACH OF CONTRACT

Jury Trial Demanded

1 Plaintiff, LIVN Worldwide Ltd. (“LIVN”), by and through its undersigned  
2 attorneys, hereby prays to this honorable Court for relief based on the following:

3 **INTRODUCTION**

4 1. LIVN has an exclusive license to the 12 Fiction TV Series Shows (the  
5 “TV Series Shows”) in multiple countries including North America and Europe.

6 2. In April 2019, LIVN entered a fixed license fee agreement with Ocean  
7 New Media LLC, a wholly owned and operated subsidiary of Olympusat Holdings,  
8 Inc. and Olympusat, Inc. (collectively, “Olympusat” or “Defendants”) which  
9 provided Defendants a license for rights to six of the twelve Fiction TV Series Shows  
10 in the United States, United States Territories, Canada, and Latin America (the “2019  
11 Agreement”). The 2019 Agreement included a license for the TV Shows titled  
12 “Martial Universe”, “Nothing Gold Can Stay”, “Legend of Hao Lan” and “I Will  
13 Never Let You Go.”

14 3. In October 2021, LIVN entered another fixed license fee agreement with  
15 Defendants that provided Defendants a license for additional content in the United  
16 States, the United States Territories, Canada, and Latin America (the “2021  
17 Agreement” (collectively with the 2019 Agreement, the “Agreements”)). The 2021  
18 Agreement included a license for the TV Show titled “The Wolf.”

19 4. The Agreements each provided a license to distribute, advertise and dub  
20 seven of the twelve “TV Series Shows” (the “Licensed Series”) in specific countries  
21 (the “Licensed Territories”).

22 5. On or about April 2023, LIVN discovered that FREETV, was  
23 distributing, streaming, and exploiting five of the seven Licensed Series,  
24 unauthorized dubbed versions outside the Licensed Territories (“Infringing Uses”).

25 6. Defendants wholly own and operate a web-based streaming service  
26 called “FREETV” which provides streaming services to consumers around the  
27 World, including within the United States.

28 ///



1 information and belief, Ocean New Media, LLC is a Florida limited liability  
2 company and is wholly owned and controlled by Olympusat.

3 15. Upon information and belief, Thomas Mohler is an individual domiciled  
4 in Florida and is CEO and owner of Olympusat, and President of Ocean New Media,  
5 LLC.

### 6 **JURISDICTION AND VENUE**

7 16. This action arises under the Copyright Act of 1976, Title 17 U.S.C., §§  
8 101, *et seq*, and Cal. Civ. Code 3344(a).

9 17. This Court has federal question jurisdiction under 28 U.S.C. § 1331 and  
10 1338 (a) and (b).

11 18. Venue in this judicial district is proper under 28 U.S.C. § 1391(c) and  
12 1400(a) in that this is the judicial district in which a substantial part of the acts and  
13 omissions giving rise to the claims occurred.

14 19. Upon information and belief, Olympusat registered its principal  
15 California office at 3375 Barham Boulevard in Los Angeles, and at all relevant times  
16 had multiple executive officers stationed within this district.

17 20. Upon information and belief, Defendants engineering facility is located in  
18 California and dubbing, uploading, formatting, and broadcasting related to the  
19 infringing activities contained herein took place in the United States and within this  
20 District.

21 21. Upon information and belief, Defendants engage and conduct business  
22 within this District by advertising, streaming, and distributing content in this District  
23 and engaging in business with California residents and targeting the same.

24 22. Upon information and belief, Defendants infringing conduct is directed  
25 directly towards residents of this District and arises out of conduct occurring in this  
26 District.

27 23. On information and belief, Plaintiff alleges that Defendants DOES 1  
28 through 10, inclusive, are other parties not yet identified who have infringed Plaintiff's

1 copyrights, have contributed to the infringement of Plaintiff's copyrights, or have  
2 engaged in one or more of the wrongful practices alleged herein. The true names,  
3 whether corporate, individual or otherwise, of DOES 1 through 10, inclusive, are  
4 presently unknown to Plaintiff, which therefore sues said Defendants by such fictitious  
5 names, and will seek leave to amend this Complaint to show their true names and  
6 capacities when same have been ascertained.

7 24. Plaintiff is informed and believes and thereon alleges that at all times  
8 relevant hereto each of the Defendants was the agent, affiliate, officer, director,  
9 manager, principal, alter-ego, and/or employee of the remaining Defendants and was  
10 at all times acting within the scope of such agency, affiliation, alter-ego relationship  
11 and/or employment; and actively participated in or subsequently ratified and adopted,  
12 or both, each and all of the acts or conduct alleged, with full knowledge of all the facts  
13 and circumstances, including, but not limited to, full knowledge of each and every  
14 violation of Plaintiff's rights and the damages proximately caused thereby.

15 **CLAIMS RELATED TO PLAINTIFF'S SUBJECT WORKS**

16 **THE AGREEMENTS**

17 25. LIVN is a Film and Television Production and Distribution company  
18 that provides multi-layered distribution services in addition to owning the exclusive  
19 rights to the TV Series Shows in multiple countries. The TV Series shows are  
20 available to consumers through various Television and streaming platforms to which  
21 LIVN licenses Film and Television content.

22 26. To ensure that LIVN continues to offer competitive and compelling  
23 content, LIVN has entered into licensing Agreements with media and management  
24 firms, including Defendants allowing for the distribution of a selection of the TV  
25 Series Shows in a limited number of countries.

26 27. The Agreements each provided the same scope of license, which granted  
27 Defendants the right to distribute, advertise, dub, and stream seven of the TV Series  
28 Shows in specific countries. Outside of the countries licensed in the Agreements,

LIVN remains the exclusive owner of the rights in the Licensed Shows for multiple countries.

28. The Agreement provided Defendants license to distribute, stream, and dub the TV Series Shows in the Licensed Territory which is:

Licensed Territory: United States, Puerto Rico, United States territories and possessions, Canada, and Latin America. Exh. 1 at 3 ¶ E.

29. Defendants have materially breached the Agreements by distributing, streaming, and exploiting the dubbed versions in both English and Spanish of the Licensed Series outside of the Licensed Territories, specifically, in India, Australia, Europe, and the United Kingdom, Africa (“Infringing Uses”).

30. In light of Defendants Infringing Uses, LIVN properly exercised its termination rights in accordance with the terms of the Agreements:

Default: Termination

(a) Default: Any one of the following shall constitute an “Event of Default” under this Agreement”: (i) Any representation or warranty made by either party that is or becomes false or misleading in any material respect; (ii) if LICENSOR fails to timely deliver any portion of the Program Titles to LICENSEE and fails to cure such failure within thirty (30) days of the missed delivery date; or (iii) if either party defaults in any material respect in the performance of any other obligation, which default remains uncured after a period of 60 days after the non-defaulting party sends written notice of such default to defaulting party. Exh. 1 at 14-15.

31. On May 5, 2023, LIVN provided written notice of its termination of the Agreements to Defendants due to Defendants exploitation of the Licensed TV Series outside the scope of the Agreements, namely, in territories not authorized by the Agreements.

///

32. To date, Defendants have not cured or otherwise stopped the Infringing Uses. Defendants have also continued distributing the Licensed Shows in the Licensed Territories, despite termination of the Agreements.

33. Due to Defendants Infringing Uses distributors of LIVN's content and consumers believe that the Licensed Series were widely available from other services, when, in fact, they should have been only available through LIVN. The most valuable rights to the material i.e. English and Spanish Dubbing Rights have been exploited by Defendants in major countries without authorization. LIVN is now no longer able to either exploit the content either on its own (of note LIVN has signed agreements (in July 2023) with Comcast and Samsung TV Plus to deploy TV Channels and streaming services in European countries). LIVN is now deprived of the ability to **premiere** its own shows on its own channels in the **English Dub** version in lucrative English-speaking markets like the UK, India and Australia. Moreover, LIVN can no longer sell the Exclusive Dub Rights to European or Worldwide broadcasters which in most cases ask for the first-run rights for dub content.

34. Defendants' Infringing Uses has created a perceived lack of exclusivity and devalued LIVN in the eyes of some. Defendants' Infringing Uses have also hampered LIVN's ability to attract and retain subscribers to LIVN's own services. LIVN's exclusive content works as a marketing tool to attract new subscribers. But when a viewer searched online for a Licensed Series to watch in a LIVN-exclusive territory and learned that the TV Series Show was available either on LIVN or a third-party service (when it should have only been available on LIVN) that viewer is encouraged not to subscribe to LIVN but instead to use a competing service. A search for what should have been an exclusive TV Series Show to LIVN, which should have been a boost to LIVN's business, instead caused LIVN to potentially lose customers.

///

///

///

**THE INFRINGEMENT**

35. Because LIVN properly exercised its termination rights in the Agreements, Defendants no longer have a license to distribute the Licensed Series in the Licensed Territories.

36. Defendants continue distributing the Licensed Series in the Licensed Territories despite termination of the Agreements and licenses. Such Infringing Uses infringes LIVN's exclusive rights to the Licensed Series in the Licensed Territories.

37. LIVN also owns the exclusive rights to the Licensed Series in Europe and United Kingdom. LIVN also owns the exclusive rights for certain Licensed Series in India, Africa, and Australia.

38. The works are first published overseas within the scope of the Berne Convention. As such, the works at issue are exempt from Section 411(a) of the Copyright Act.

39. Defendants has and continues distributing the dubbed versions of the Licensed Series through its "FREETV" service throughout India, United Kingdom, Europe, Africa, and Australia.

40. LIVN has never authorized Defendants distribution, streaming, or display the Licensed Series throughout India, United Kingdom, Europe, Africa, and Australia. Such conduct infringes LIVN's exclusive rights and is considered Infringing Uses.

41. Content exclusivity is important to LIVN. LIVN has built its business on offering exclusive content to customers and distributors.

42. Exclusive licenses are extremely valuable to LIVN, not only because they allow the TV Series Shows to be shown only on the LIVN services or on LIVN's approved exclusive licensees' services, but also because they convey an ownership interest which enables LIVN to exclude others from showing, dubbing, advertising, or distributing the TV Series Shows.

///

///



43. Defendants' Infringing Uses have caused significant harm to LIVN's reputation, goodwill among consumers, and distributors who consider LIVN a source for exclusive programming.

**UNITED STATES PREDICATE ACT**

44. The copyright infringement involves predicate acts of infringement taking place in the United States.

45. Upon information and belief, Defendants obtained master copies of the Licensed Series pursuant to the Agreements entered into between the Parties in the United States, which provided Defendants a license to distribute, dub, and otherwise stream the Licensed Series within the Licensed Territories, including the United States. After termination of the Agreements, Defendants continued Infringing Uses of the Licensed Series within the United States, despite the proper termination of the Agreements.

46. Further, upon information and belief, Defendants first engaged in the Infringing Uses by way of dubbing the Licensed Series, copying the Licensed Series, and formatting the Licensed Series in the United States, specifically at its engineering facility in California and Florida with the intent to exploit the Licensed Series abroad.

47. Defendants also completed the Infringing Uses by first uploading the Licensed Series, including the unauthorized dubbed versions, to Defendants server in Florida, which was thereafter distributed globally.

48. Defendants carry out all dubbing, formatting, uploading, and broadcasting of shows from its headquarters in Florida and its engineering facility in California.

49. On information and belief Plaintiff alleges that Defendants violated Plaintiff's rights under 17 U.S.C. 106 by reproducing, distributing, and displaying, Plaintiff's copyrighted content in the United States, and creating derivative works from Plaintiff's copyrighted content in the United States, and then relying on and incorporating said infringing acts into further infringement abroad.

///



1 America by exploiting and distributing the Licensed Series after the proper  
2 termination of the Agreements.

3 59. Defendants continued Infringing Uses constitutes willful, intentional,  
4 purposeful and reckless conduct, in complete disregard to LIVN's exclusive rights.

5 60. Each violation of LIVN's rights in and to each copyrighted TV Series  
6 Show constitutes a separate and distinct act of copyright infringement by Defendants.  
7 Defendants infringed LIVN's copyrights.

8 61. As a result of the aforementioned infringement, Plaintiff has suffered  
9 actual damages, and Defendants have realized profits attributable to the infringement,  
10 in an amount to be established at trial.

11 **SECOND CLAIM FOR RELIEF**

12 (For Vicarious and/or Contributory Copyright Infringement – Against all Defendants,  
13 and Each)

14 62. LIVN repeats, re-alleges, and incorporates herein by reference as though  
15 fully set forth, the allegations contained in the preceding paragraphs of this  
16 Complaint.

17 63. Defendants are liable as contributory infringer for the Infringing Uses.  
18 Defendants knew that infringement occurred and is continuing to occur, and caused,  
19 enabled, facilitated and materially contributed to that infringement.

20 64. Mohler, as CEO and Owner of Olympusat and President of Ocean New  
21 Media LLC ("Ocean"), knew of the infringement continuing to occur and has caused,  
22 enabled, facilitated, and materially contributed to that infringement.

23 65. Defendants caused, enabled, facilitated, and materially contributed to the  
24 infringement by providing access to the masters of the Licensed Shows and  
25 authorizing and facilitating the Infringing Uses and continue doing the same.

26 66. Pursuant to the Agreements, Defendants knew that LIVN owned the  
27 exclusive rights to the Licensed Shows and were once more provided notice of such  
28 exclusive rights in LIVN's written termination notice.





1 in violation of LIVN's copyrights and all other profits it stands to gain  
2 from its infringement;

- 3 f. An award to LIVN of monetary damages equal to LIVN's actual  
4 damages caused by Defendants direct, contributory, and vicarious  
5 copyright infringement, including, but not limited to, lost profits from  
6 receiving less in distribution fees, loss of subscribers, loss of good will  
7 and reputational harm;  
8 g. That Plaintiff be awarded pre-judgment interest as allowed by law;  
9 h. That Plaintiff be awarded the costs of this action; and  
10 i. That Plaintiff be awarded such further legal and equitable relief as the  
11 Court deems proper.

12  
13 Plaintiff demands a jury trial on all issues so triable pursuant to Fed. R. Civ. P.  
14 38 and the 7<sup>th</sup> Amendment to the United States Constitution.

15 Respectfully submitted,

16 

17 Dated: August 3, 2023

18 By: \_\_\_\_\_

19 Scott Alan Burroughs, Esq.  
20 Trevor W. Barrett, Esq.  
21 Frank R. Trechsel, Esq.  
22 DONIGER / BURROUGHS  
23 *Attorneys for Plaintiff*  
24  
25  
26  
27  
28